



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: HT Grant - Dr. Elizabeth Perkins

Doc ID No: PON2 040 1800000751 1

Procurement Folder: 4643802

Procurement Type: Personal Service Contract

Record Date: 10/17/2017

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Cited Authority: FAP111-09-00-12

Telephone: 502-696-5609

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Dr. Elizabeth Perkins

2513 Aristocracy Circle

Lexington

KY 40509

US

Effective From: 11/01/2017

Effective To: 06/30/2018

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Grant Data Evaluation - Year 2 of 3.		0.00		0.00000	5,000.00	5,000.00

Extended Description

Grant Data Evaluation - Enhanced Collaborative Model Human Trafficking Grant

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421793

OFFICE OF THE ATTORNEY GENERAL

700 CAPITAL AVENUE

ROOM 34, CAPITAL BUILDING

FRANKFORT

KY 40601

US

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421793

OFFICE OF THE ATTORNEY GENERAL

700 CAPITAL AVENUE

ROOM 34, CAPITAL BUILDING

FRANKFORT

KY 40601

US

Total Order Amount:

5,000.00

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Personal Service Contract
BY and BETWEEN
The Commonwealth of Kentucky
Office of the Attorney General
and
Elizabeth Perkins, PhD.
Lexington, KY

This Personal Service Contract (PSC) is entered into, by and between the Commonwealth of Kentucky, Office of the Attorney General ("the Commonwealth") and Dr. Elizabeth Perkins ("the Contractor") to establish a contract for Collection and Evaluation of Data for the Kentucky Statewide Enhanced Collaborative Model to Combat Human Trafficking Grant awarded jointly by the Office of Victims of Crime and the Bureau of Justice Assistance.

The initial PSC was effective from May 15, 2017 through September 30, 2017. Renewal is effective through June 30, 2018.

This is a Personal Service Contract on the part of the Office of the Attorney General (OAG), the grantee of the Bureau of Justice Administration (BJA) funded Kentucky Statewide Enhanced Collaborative Model, and Dr. Elizabeth Perkins. OAG and Elizabeth Perkins shall jointly be referred to hereinafter as the "parties."

The Commonwealth and Contractor agree to the following:

I. PURPOSE:

1. The purpose of this Personal Service Contract is to guide and direct the parties respecting their working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide data collection and evaluation services for victims of human trafficking provided through the funded by BJA.
2. Neither party intends for this Contract to alter in any way their respective legal rights or their legal obligations to one another, to their clients or to any third party.

II. GENERAL UNDERSTANDING:

1. OAG is the law enforcement grantee for funding available through BJA for the Kentucky Statewide Enhanced Collaborative Model.
2. Dr. Elizabeth Perkins is an Associate Professor in the Department of Sociology, Social Work, and Criminology in the Caudill College of Arts, Humanities, and Social Sciences at Morehead State University. Dr. Perkins will oversee the evaluation of all components of this project: training, investigations and prosecutions, victim services, partner collaboration within the statewide task force, data collection and evaluation. Dr. Perkins may supervise one or more graduate research assistants to assist with this project.
3. For the purposes of this Personal Service Contract:
 - A. Identified victims of human trafficking shall be included in this service delivery system.
 - B. There shall be no discrimination on the basis of race, national origin, religion, creed, sex age, disability or residence status in the provision of services to any victim provided services. Programs have existing staff/volunteers to provide other language services to victims.
 - C. The three year project period will begin October 1, 2016 and end September 30, 2019.

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III. DUTIES OF THE PARTIES

1. OAG shall:
 - A. Review the evaluation and data collection service progress as requested by Dr. Perkins.
 - B. Provide access as requested by Dr. Perkins, to investigative files, interviews with victims and witnesses, and interviews with staff to assist in data collection and evaluation needs.
 - C. OAG will pay Dr. Perkins the amount of \$5,000 per year, not to exceed payments more than the allowable contract amount of \$81.25/hour, or \$650/day. Payments of \$2500 will be made biannually, in March and September.
 - D. Payment will be provided within 15 days of receipt of an invoice and programmatic report from the PI outlining data collection and evaluation services provided.
 - E. Execute a second PSC in accordance with BJA grant funding approvals which will cover the final 2 years of the grant period.
2. Dr. Elizabeth Perkins shall:
 - A. Abide by all data collection, evaluation, privacy, and publication restrictions outlined as special conditions as required by BJA. These special conditions include the following:
 - 1) Certifies that data identifiable to a private person will not be used or revealed, except as authorized by 28 CFR Part 22, Sections 22.21 & 22.22.
 - 2) Certifies that access to the data will be limited to those staff members and employees having a need for such data and that these individuals shall be advised of and agree in writing to comply with the regulations in 28 CFR Part 22.
 - 3) Certifies that any private person from whom identifiable information is collected or obtained shall be notified, in accordance with 28 CFR Section 22.27, that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project may be terminated at any time. In addition, certifies that where findings in a project cannot, by virtue of sample size or uniqueness of subject, be expected to totally conceal the identity of an individual, such individual shall be so advised.
 - 4) Certifies that project plans will be designed to preserve confidentiality of private persons to whom information relates, including where appropriate, name-stripping, coding of data, or similar procedures.
 - 5) Certifies that all data collection procedures and instruments to be used in the evaluation components of this project will be reviewed and approved by the Non-medical Institutional Review Board (IRB) of Morehead State University before the evaluation plan is implemented. Grantee also certifies that all instruments developed during the project period will be provided to OVC at the end of the project.
 - 6) Certifies that project findings and reports prepared for dissemination will not contain information that can reasonably be expected to be identifiable to a private person, except as authorized by 28 CFR Section 22.22.
 - 7) Certifies that all project personnel, including subcontractors and consultants, will be advised of and agree in writing to comply with all procedures to protect privacy and the confidentiality of personally identifiable information.
 - 8) Certifies that all procedures required in this project are correct and shall be carried out.
 - 9) Certifies that the project will be conducted in accordance with all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended and the regulations contained in 28 CFR Part 22.
 - 10) Certifies that BJA and OAG shall be notified of any material change in any of the information provided in this Privacy Certificate.
 - 11) As requested, submit to OAG for review and approval all policies and procedures established to maintain the confidentiality of victims' names, addresses, telephone numbers, or any other identifying information, and its policies and procedures relating to information

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sharing between partners and to protect the integrity of investigations.

- 12) As requested, submit to OAG a signed, written certification that data privacy and sharing protocols comport with the confidentiality and privacy rights and obligations of federal law or the grantee jurisdiction's laws, court rules, or rules of professional conduct applicable to the work performed by the grantee.
 - 13) Comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.
 - 14) Submit to OAG (as requested) a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
 - 15) Comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
 - 16) Adhere to the restriction that publication of information collected under this evaluation is subject to advance review by BJA. The grantee must provide a draft copy of the proposed publication to OAG 90 days in advance of the submission of the document to the publishing entity, for review by BJA.
 - 17) Understand that BJA retains the right to make a final determination whether to publish or produce any grant- funded product as a BJA- sponsored product. Only after BJA decides against official publication, can the grantee independently release a publication or product for sale or dissemination, at its own expense. However, if the grantee releases this information, it may not include use of the BJA logo, or other indicia that it is an official BJA publication.
 - 18) Agrees to submit the final draft of any publication, product, or electronic information at least 90 days before the end date of the grant for OAG to review. Any grant-funded products (written, Web-based, audio-visual, or any other media format), whether produced at the grantee's or government's expense, shall contain the following statement: This _____ was produced by _____ under [add contract or grant number, as appropriate], awarded by the Bureau of Justice Administration U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this _____ are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice.
- B. Evaluate provision of case management services to human trafficking victims through the following methods: (1) provision of case management files, (2) interviews with clients, (3) interviews with staff.
- C. Write an evaluation-based report by the required due dates for the Kentucky Statewide Enhanced Collaborative Model. (Updates of Activities Due Bi-Annually and Final Report Due at End of Project Period- Feb. 28th 2020).
- D. Analyze the data and obtain assistance with the more sophisticated statistical analyses from the Center for Statistical Computing Support (STARRS).
- E. Assist in evaluation-based reports and presentations based on the evaluation results.
- F. Complete the necessary protocols for IRB review of research involving human subjects (as required)
- G. Be responsible for safeguarding the original data collection.
- H. Preserve the confidentiality of all who participate in any data collection phase of the project, as well as abiding by BJA's privacy and confidentiality component.
- I. Dr. Elizabeth Perkins will invoice OAG for payment of evaluation and data collection services totaling no more than \$5,000 per year, with the total project cost being no more than \$15,000 for the three year project period. Contract payments may not exceed \$81.25/hour or \$650/day. Payments of \$2500 will be made bi-annually.

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3. Mutual Responsibilities:

- A. At the request of either party, a meeting or conference will be held between Dr. Elizabeth Perkins and OAG to resolve any problems and/or develop any improvements in the provision of services to victims of human trafficking and the conduct of proactive, victim-centered investigations and prosecutions of cases of human trafficking. The parties shall review this working relationship and affiliation annually.
- B. This relationship is intended solely for the mutual benefit of the parties and their clients hereto, and there is no intention, expressed or otherwise, to create any rights or interests for any party or person other than the parties; without limiting the generality of the foregoing, no rights are intended to be created for any client including victims or caregivers.
- C. Neither party is an agent, employee or servant of the other.
- D. This Personal Service Contract shall be governed by, construed and applied in accordance with the laws of the Commonwealth of Kentucky.
- E. Both parties will complete activities and adhere to the timeline required by the BJA.
- F. The parties will adhere to funding restrictions specific to federal, state, or private foundation sources, or unrestricted funding will be utilized as appropriate.

IV. Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award shall create a valid contract between the Parties consisting of the following:

This written agreement and any subsequent written amendments to this agreement;
Any addenda to the Solicitation;
The Solicitation and all attachments thereto; including PSC Standard Terms and Conditions;
Any Best and Final Offer;
Any clarifications concerning the Contractor's proposal in response to the Solicitation;
The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

V. Negotiated Items

Not Applicable

VI. Pricing

Dr. Elizabeth Perkins will invoice OAG for payment of evaluation and data collection services totaling no more than \$5,000 per year, with the total project cost being no more than \$15,000 for the three year project period. Contract payments may not exceed \$81.25/hour or \$650/day. Payments of \$2500 will be made bi-annually.

VII. Invoicing

The Contractor should submit invoices upon completion of each deliverable specified in this contract pursuant to the project work plan.

VIII. Personal Service Contract Standard Terms and Conditions

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

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Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

Effective Date:

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and Contract of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

LRC Policies:

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction and performance of this contract shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Cancellation:

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

Authorized to do Business in Kentucky:

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of

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Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity:

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

Invoices for fees:

The Contractor should submit invoices upon completion of each deliverable specified in this contract pursuant to the project work plan. The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

Travel expenses, if authorized:

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Other expenses, if authorized herein:

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

Purchasing and specifications:

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

Conflict-of-interest laws and principles:

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

Campaign finance:

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Access to Records:

The Contractor, as defined in KRS 45A.030(8) and (10), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Protest:

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a or contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

William M. Landrum III, Secretary
Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue

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Frankfort, KY 40601

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Social security: (check one)

_____ The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

_____ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

_____ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ **The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.**

Discrimination:

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of

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race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Approvals

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This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Office of the Attorney General:

Signature Title Executive Director, Administrative Services

Holly McCoy-Johnson _____
Printed Name Date

Dr. Elizabeth Perkins:

Signature Title

Elizabeth Perkins _____
Printed Name Date

APPROVED AS TO FORM AND LEGALITY:

Signature Title Assistant Attorney General

Printed Name Date